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ABSTRACT

Principals today are expected to competently perform a variety of roles, particularly those of instructional leader and school manager, under increasing public scrutiny. In general, the school principal has few statutory protections and limited constitutional due-process rights. The problem is that in many cases, principals' employment contracts do not adequately reflect the complex nature of their position. This paper describes Illinois statutes pertaining to principal responsibilities, evaluation, and reassignment procedures. It concludes that principals in Illinois serve at the will of boards of education; therefore, principals' rights should be clearly stated in the employment contract. The paper identifies necessary elements of the principal's contract, which include a complete job description, specific evaluation methods and criteria; and provisions for professional growth. In addition, reassignment or termination should be based on inadequate performance of job responsibilities as outlined in the contract. The contract should include a provision specifying that the principal cannot be released for failure to perform tasks for which he/she received no training. (LMI)

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THE BILL OF RIGHTS FOR THE SCHOOL PRINCIPAL

THE EMPLOYMENT CONTRACT

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THE BILL OF RIGHTS FOR THE SCHOOL PRINCIPAL

THE EMPLOYMENT CONTRACT

The Changing Role of the Principal

The role of the principal has changed significantly over the past few years. What is the role of a principal today? The principal has been and is currently viewed as a "super teacher," an "instructional leader," a "building level manager," and a "curriculum leader" in various school districts. Principals today are being viewed as holding all of those roles or any one of those roles at any given time.

Let us examine the development of the role of principal. Upon review of the literature, it is found that the first position created was the position of teacher. Then there was a large leap from the position of teacher to the creation of the role of superintendent. Only in multi-building districts did the role of principal even evolve and that was at a later time than the evolution of the role of superintendent. The original role of the principal was one of being a building level manager ie. a paper shuffler and facilitator. One author at that time described the principal as an orchestrator of all of the resources at his disposal. The principal became the "middle man" in terms of evolution of educational leadership roles.

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A few years ago, the role of the principal was drastically altered because of two strong forces coming from different directions but converging on the principal. The first was the new research dealing with the principal as an instructional leader. This research came out of the "effective school's" program in which it was determined that one of the correlates of an effective school was a principal who enacted the role of a strong instructional leader. Because of this, an emphasis was placed on developing the role of the Principal as instructional leader.

The effective schools literature emphasizes the critical role of the principal as an instructional leader in the public schools. Lunenburg and Ornstein(1991) cite the Connecticut School Effectiveness Project and say that one of the characteristics of an effective school is:

> 3. Instructional leadership by a principal who understands and applies the characteristics of instructional effectiveness. (p. 435)

The role of the principal was thus changed from one of being a building level manager; i.e., a paper shuffler and facilitator, to a new role, which was enacted by spending more time in the classroom, becoming a true evaluator of teaching and evaluating teachers in a manner which would allow them to improve their instructional skills.

At the same time, particularly in larger school districts, the role of the principal was defined as a building manager. This had been refined to a significant art with a level of deans and directors between the principal and the teacher. Because of frustrations of parents and local citizens in trying to effect changes in larger or more complex districts, the role of the principal became that of a facilitator.

These two effects simultaneously converged to create the new role of a "super principal": an instructional leader who had the freedom and the ability to manage and run his/her own building in a manner which would facilitate the greatest educational improvement. The building principal has assumed increasing responsibility and, at the same time, increasing public visibility. This has led to increased involvement of the principal in both board of education and community "politics." Such increasing political exposure inevitably leads to more frequent situations where the principal's salary and even continued employment are placed at issue. Nonetheless, the building principal generally has the least statutory protections afforded him/her as concerns employment protection and procedural due process in the course of attempts to terminate or reclassify the principal.

Similarly, the building principal has limited constitutional due process rights unless an attempt is made to terminate the principal in the middle of an existing contract. This is because the typical principal has no "property interest" in continued employment as a principal except as created by his/her employment

contract. Thus, the terms of the principal's contract effectively defines his/her rights and the contents of the contract are vital in defining the employment relationship between the principal and the board of education.

The Problem

How does the Principal's Employment Contract reflect the definition of that role? Unfortunately, in many cases, principals' contracts do not have the barest elements reflecting the complex nature of their position. In a significant number of cases principals do not even have a contract reflecting their job position as principal.

Searching through various books and forms to see what the legal literature had to say concerning an appropriate principals' contract, in most cases resulted in a "Model Superintendent's Contract" with a footnote and an asterisk which said "For Principals modify the Superintendent's contract as necessary."

If one would assume that the Superintendent's contract has evolved over time in response to the needs of the position, then we would be forced to assume that the principal's contract should have made a similar evolution. In reviewing principals' contracts in the field it seems that, particularly in smaller school districts, many of the principals have a modified teacher's contract in which the term "Teacher" has been scratched out and replaced with the

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word "Principal." In any case neither of these approaches would seem appropriate to the newer and much more complex position of Principal.

Another factor enters into this because in some states, such as Illinois, the principal really has no right to review prior to dismissal other than the procedures outlined in state law (which provide minimal due process at best) or the rights outlined in the employment contract. Boards of Education and Superintendents are very reluctant to grant the principal more significant due process rights than are presently outlined in state law. Accordingly, protection in principal evaluation procedures becomes critical.

The Illinois Scenario

The expanding role of principals increasingly finds itself expressed statutorily. Specifically, Section 10-21.4(a) of The Illinois School Code requires school boards:

> To employ principals who hold valid supervisory or administrative certificates who shall supervise the operation of attendance centers as the board shall determine necessary. In an attendance center having fewer than 4 teachers, a head teacher who does not qualify as a principal may be assigned in the place of a principal.

The principal shall assume administrative responsibilities and instructional leadership, under the supervision of the superintendent, and in accordance with reasonable rules and regulations of the board, for the planning, operation and evaluation of the educational program of the attendance area to which he or she is assigned.

School boards shall specify in their formal job description for principals that his or her primary responsibility is in the improvement of instruction. A majority of the time spent by a principal shall be spent on curriculum and staff development through both formal and informal activities, establishing clear lines of communication regarding school goals, accomplishments, practices and policies with parents and teachers.

School boards shall ensure that their principals are evaluated on their instructional ability and their ability to maintain a positive education and learning climate.

It shall also be the responsibility for the principal to utilize resources of proper law enforcement agencies when the safety and welfare of students and teachers are threatened by illegal use of drugs and alcohol.

The principal shall submit recommendations to the superintendent concerning the appointment, retention, promotion and assignment of all personnel assigned to the attendance center.

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If a principal is absent due to extended illness or leave of absence, an assistant principal may be assigned as acting principal for a period not to exceed 60 school days.

Under Illinois law, principals may be hired under either a single or multi-year contract. In either case, they do not acquire tenure in their capacity as principal. Rather, if they are employed on a single year contract, they acquire tenure in the district after the completion of two consecutive years of employment and the commencement of a third year in a full-time capacity.

Section 10-23.8(b) of The School Code defines the rights of principals hired under a multi-year contact. Under that statute, such principals may only be hired for a period of three years, unless they are a first-time principal in Illinois, in which case the board of education may only grant a two-year contract. Such contracts may be extended for an additional three years at the end of any year of the contract (defined as July 1 - June 30). The most important feature of such a multi-year contract is that the principal waives his/her right to tenure. Thus, if the board of education chooses to not renew a principal's multi-year contract, the principal may be terminated from employment in the district rather than simply reclassifying the principal to a teaching position if the principal has acquired tenure in the district.

The Illinois legislature has repeatedly rejected attempts to increase the statutory protections afforded principals. Rather, Section 10-23.8(b) of The School Code states the limited procedural due process rights afforded principals who have completed two or more years of employment as a principal.

> No principal who has completed 2 or more years of administrative service in the school district may be reclassified by demotion or reduction in rank from one position within a school district to another for which a lower salary is paid without written notice from the board of the proposed reclassification by April 1 of the year in which the contract expires.
>
> Within 10 days of the principal's receipt of this notice, the school board shall provide the principal with a written statement of the facts regarding reclassification, and the principal may request and receive a private hearing with the board to discuss the reasons for the reclassification. If the principal is not satisfied with he results of the private hearing, he may, within 5 days thereafter, request and receive a public hearing on the reclassification. Any principal may be represented by counsel at a private or public hearing conducted under this Section.
>
> If the board decides to proceed with the reclassification, it shall give the principal written notice of its decision within 15 days of the private hearing or

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within 15 days of the public hearing held under this Section, whichever is later. The decision of the board thereupon becomes final.

Nothing in this Section prohibits a board from ordering lateral transfers of principals to positions of similar rank and equal salary.

Under this statute, principals have the right to request and receive reasons for their proposed demotion and to receive both private and public hearings. The final decision, however, remains with the board of education.

Under the Illinois legal framework, principals basically serve at the will of the board of education. Accordingly, any rights a principal desires need to be stated clearly in the employment contract. For a principal, the contract is all that stands between him or her and the potential caprice of his/her employer.

The Principal's Contract

First it would appear that the appropriate contract for a principal should have, at the minimum, all of the traditional parts i.e.:

1. A beginning date and an ending date.

2. A salary amount, and other compensation questions answered such as:

Who will pay the retirement contributions, if an annuity shelter would exist, health insurance benefits, life insurance benefits (whether whole-life or term life), travel reimbursement procedures, vacation benefits, and whether the principal is going to receive a car or the use of a car for school district travel, to name only a few.

3. A measurable, meaningful job description for the principal should be attached and incorporated as part of the contract. This job description should indicate clearly to whom the principal reports. Further, it should indicate that a majority of the principal's time is to be spent in instructional improvement or instructional leadership. It is this document against which the principal will be evaluated and which, if properly written, will help insulate the principal against arbitrary claims of failure to properly perform assigned duties.

4. Evaluation procedure and the evaluation instrument for this principal should be incorporated into the contract with the evaluation instrument being listed as an attachment to the contract. Also, the channels/methods for complaint resolution with respect to job performance should also be included in this section. It would seem appropriate that the principal should be given an opportunity to repair any insufficiencies found on his/her evaluation prior to the time that he/she would be dismissed/reassigned.

5. Provision for the appropriate certification by the employee.

6. A section in the contract which outlines the principals due process rights. As a minimum it should include:

A. The principal's right to written notice if any charges are being brought against him or any consideration by the board that the principal may be reassigned. This opportunity for due process should be provided well in advance of any statutory dates for reassignment and well before the reassignment letter is forwarded by the board of education to the principal. The notice and copies of any charges which are being considered should be

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forwarded to the principal at his/her home address by certified mail, return receipt requested, no less than ten (10) working days prior to the date of the meeting.

B. Next, the principal should be assured that he/she have the right to counsel of choice, to be paid for by the principal.

C. The contract should clearly outline the principal's rights to present and cross-examine witnesses.

D. A record of the proceedings should be taken, with the cost of the record to be borne equally by both sides.

E. The principal should receive this hearing before an impartial tribunal (defined as a board of education who has not issued a notice of reassignment).

F. The principal should receive the results of the proceedings in writing.

7. An assured opportunity for principals to receive professional development training based upon their own goals and objectives as outlined each year. This section would also include the payment of professional dues.

8. Professional improvement expectations should also be clearly included in the contract. In addition, the certificate should state if that professional improvement is going to be Board paid, principal paid or both.

9. A clear statement of definition of sick leave and disability provisions. This would indicate when an employee was disabled and when a replacement would be named. In the case of an assistant principal, it would also indicate when additional salary would be paid to the employee if the principal became disabled.

10. A mandatory board of education paid complete physical examination to be administered every 3 years until the principal reaches the age of 40 and then annually thereafter. The contract should provide for the examination to be administered by a physician licensed to practice medicine in all of its branches, and at his advice may require the further consultation of specialists. The purpose of this examination is to determine if the employee is physically able to perform his/her tasks, to protect the employee in a high stress occupation, and to promote the welfare of the staff and students.

11. A statement outlining the scope of outside educational consulting/service activities which the principal may perform and whether these will result in deductions in pay or will simply be additional income if the opportunity exists.

While this is certainly not an all inclusive list of the elements of a principal's contract, it would provide a basis for a beginning in many districts.

Reassignment Procedures

As noted above, a principal who is employed under single-year contracts may, by statute, after two consecutive years of employment, be reclassified to a lower paying administrative or teaching position if minimal hearing rights are afforded the principal. For a principal on a multi-year contract, as defined under Illinois law, the board may terminate that principal's entire district employment upon proper notice to the principal in the final year of the contract.

Of course, at any time, a board may simply "buy out" the unexpired portion of a principal's contract if the board does not desire to initiate dismissal proceedings in mid-term or risk suit for breach of contract. Given the broad powers of school boards to hire and fire principals under statute, how does the principal use the employment contract to gain additional guarantees of fairness in the course of making decisions affecting the career and reputation of the principal?

Resolution of Dilemmas

Obviously, one of the key goals of any properly written contract is to avoid problems before they occur. Principals are terminated or reassigned based primarily on perceptions of their job performance. Even in a reduction in force scenario, if one

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principal has to go, it will normally be the principal which the board perceives as the weakest in performing his or her duties.

Perhaps, then, the single most important objective of the principal's contract (once the basics have been met) is for it to contain a complete job description (what is it you are supposed to be doing); how will you be evaluated in performance of those duties (inclusion of an evaluation instrument); and how will you receive any additional training necessary for you to properly carry out those duties (provisions governing professional growth).

Evaluation of any employee is an inherently subjective process. Moreover, normally, if a board of education wants to terminate a principal, it will find a way to do so. Accordingly, it is best for the employment contract to, whenever possible, limit the exercise of arbitrary power by the board. This can be done by careful contract language designed to clarify what it is the board wants from its principal and how may the board determine if the principal is meeting the boards desires.

First of all, **it would seem prudent for the principal to seek inclusion of language into the employment contract stating that any consideration of reassignment or termination should be based on inadequate performance of job responsibilities as outlined in the job description and as evaluated through the evaluation instrument attached to the contract.** Such language would preclude boards of education (and in some cases superintendents) from making precipitous decisions based upon, for example, the fact that the principal suspended the board president's son for drinking at an athletic activity or that the principal has reduced the athletic or

the music budget for the following year, an event which might occur under site-based management.

One has to remember that the site-based management approach to school leadership will place the principal in a much different political arena than presently exists. The principal needs to understand that difference and be protected from that difference.

Further, as discussed above, **principals need to have a clear job description as well as clear provisions governing professional growth requirements and a statement in the contract that the principal cannot be released for non-performance of tasks which he/she has not been trained to perform.** One of the problems which occurred a few year ago was that principals were being released for improperly evaluating teachers. A Board of Education would attempt to remove a tenured teacher by simply telling the principal to "Go Fire That Teacher." The principal would make a valiant effort, with little or no training, to remove the teacher and the Board of Education would become unhappy when the teacher could not be fired. Instead, out of frustration, they would fire the principal.

Similarly, many principals have direct responsibility for the suspension/expulsion of students. These are often high profile or "political" cases which place the principal under direct superintendent and board scrutiny. If board disciplinary action is overturned in court or the board believes in cannot impose discipline because of a perceived failure on the principal's part to properly assess the case, it is the principal's future employment which may suffer. Yet, many principals lack any formal training in this area.

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Recently, at Western Illinois University, a survey was taken of enrolled students/alumni of the Department of Educational Administration and Supervision to determine their formal training in the area of student discipline/student management. Almost 500 students were surveyed (n=497), with 32 respondents for a return rate of 6.4 percent. No follow-up questionnaire was sent. Only 3 respondents (all who had training in special education), indicated any formal extensive training in student management. A larger group reported that they had received less extensive training or had attended a short "drive in" conference. The vast majority reported that they had learned through "on the job training" or "peer assistance." **It would seem difficult for a board of education to dismiss a principal for poor discipline in a building** if these results are indicative of the training in the area.

It seems highly inappropriate to fire a principal for being unable to complete a task for which he/she have had no training. **While the board of education has an obligation to supervise their employees, they also have an obligation to make sure that those employees are properly trained to complete the tasks which they've been assigned.**

Unfortunately, many principals find that a portion of their contract is keyed into the board policy by reference and at the time that they are employed, the board policy is either unavailable to them or they do not read it. The first is a guise, the second is ignorance. **Principals later find out they have agreed to professional improvement requirements set by the Board of Education**

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policy which may be unrealistic based upon the new expectations for the role of the principal.

Conclusions and Suggestions

The topics discussed in this paper are just a few of the many problems being faced by the building principal today. While the job of the principal is one fought with stress and role conflict, the last problem a principal needs is a poorly crafted contract. Because of the lack of protective legislation in many states, the principal's contract is truly the Bill of Rights for the Principal.